

ered only ostensibly for this defendant, and really and in truth for Robinson, but avers that the claim on said judgment is entirely and truly the property of this defendant, and his on valuable considerations, and that the whole avails thereof are to go and accrue to him.

The answer of Lee, which was filed in July, 1847, admits that he rented the land from Robinson, which he understood and believes belonged to his, Robinson's wards; that the rent agreed upon was that he was to pay one-third of the crops raised on the land to Robinson, in specie, but the usual course of their dealings was for Robinson to take his third of the grain on the land in specie, and his third of the tobacco in money, after the whole crop was sold.

He admits that in September, 1829, Iglehart, as sheriff, professed to levy the execution described in the bill, on one undivided third of the crop of tobacco which he had made as tenant on said land, but he denies that there was or could be any legal levy thereon; that he nevertheless sold the same, and after the sale, both Robinson and Iglehart claiming the proceeds and threatening to sue him for one-third thereof, he, at the latter's instance, who urged him by misrepresenting the true facts of the case, paid over to him the proceeds of said third, he assuring respondent it was right and proper to do so, and giving him the bond of indemnity referred to.

He says he does not know or believe he was ever informed of any of the particulars of the suit or trial, or proof on the trial between Robinson and Iglehart, or the award therein or the determination thereof. He does not recollect of ever having made the affidavit filed with the bill, but from its examination he believes it is correct, and the facts therein stated to be true; that he has no knowledge, recollection or belief as to the object of obtaining said affidavit, or who assented to it or obtained it, or the use to which it was applied, or that it was ever offered in evidence, or the effect of it if ever used.

He admits he was sued by Robinson for the rent which he so paid to Iglehart, and that judgment was obtained against him therefor. He denies that he knew any more of the said